

Received 1-2-15
from Mr. Stomper

VILLAGE OF DOLTON

AND

**ILLINOIS FRATERNAL ORDER OF
POLICE LABOR COUNCIL**

May 1, 2013 – April 30, 2017

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PREAMBLE

AGREEMENT entered into by the **VILLAGE OF DOLTON, ILLINOIS** (hereinafter referred to as the "Village" or the "Employer") and the **ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL** on behalf of **SOUTHEASTERN LODGE NO. 6** (hereinafter referred to as the "Council"), has as its basic purpose the promotion of harmonious relations between the Employer and the Council; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an entire Agreement covering rates of pay, hours of work and conditions of employment applicable to bargaining unit employees. In consideration of the mutual promises, covenants and agreement contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

ARTICLE I

RECOGNITION

Section 1.1 Recognition

Pursuant to the certification by the Illinois State Labor Relations Board in Case No. S-RC-88-17, the Village recognizes the Labor Council as the sole and exclusive collective bargaining representative for all full-time sworn police officers, but excluding Chief of Police, Assistant Chief of Police, Lieutenants, Sergeants and all other supervisory and non-supervisory employees of the Police Department and the Village.

Section 1.2 Probationary Period

The probationary period shall be eighteen (18) months in duration for new hires after ratification of this Agreement. Time absent from duty or not served for any reason in excess of three (3) consecutive months shall not apply toward satisfaction of the probationary period. The probationary period refers to employment status only, and allows the employee to be credited and receive sick leave time prior to the completion of the probationary period. During the probationary period, an employee is entitled to all rights, privileges or benefits under this Agreement, except that the Village may suspend or discharge a probationary employee without cause and such action shall be final and the officer shall have no recourse under the grievance procedure or otherwise to contest such suspension or discharge.

Section 1.3 Fair Representation

The Council recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Council.

Section 1.4 Council Officers

For purposes of this Agreement, the term "Council Representatives" shall refer to the Council's four (4) duly elected representatives. All formal notifications to the Council shall be addressed to Illinois FOP Labor Council and one Dolton Police Department representative, Southeastern Council No. 6. All formal notifications to the Village shall be addressed to President, Village of Dolton 14014 Park Avenue, Dolton, Illinois 60419.

Section 1.5 Gender

Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

ARTICLE II

NON-DISCRIMINATION

The Village and Council agree not to discriminate in the administration of this Agreement against any employee on the basis or race, color, creed, sex, age, national origin, marital status, parental status religion, sexual preference, physical or mental handicap, actual or perceived or Council membership or Council activity within the requirements and limitations of federal and state statutes.

ARTICLE III

UNION SECURITY AND RIGHTS

Section 3.1 Union Membership

Employees covered by this Agreement are free to join the Council or not join, as the individual employee so elects. Neither the Village nor the Council will interfere with employee free choice to join or not join.

Section 3.2 Fair Share

Any employee who chooses not to be a member of the Council or who fails to authorize dues deduction shall be required to pay a fair share (not to exceed the amount of the Council dues) of the cost of the collective bargaining process and

contract administration. For those employees who are not members and/or who have not authorized dues deduction as of the date of the signing of this Agreement, the fair share provision shall be effective as of the first day of the month the contract is actually signed. The Village shall deduct fair share amounts from employees' paychecks as required by this Article to the extent permitted by law and remit said amounts to the Council by the 15th of the month following deduction.

In the event that any employee covered hereby is precluded from making a fair share involuntary contribution as required by this Section on account of bona fide religious tenets or teachings of a church or religious body of which that employee is a member, that employee shall have the right to refuse to allow said involuntary deduction; provided, Agreement. The Council will give the Village thirty (30) days notice of any change in the amount of uniform dues to be deducted.

Section 3.3 Dues Deduction

While this Agreement is in effect, the Village will deduct from the first paycheck each month the regular monthly Labor Council dues for each employee in the bargaining unit who has filed with the Village a voluntary, effective checkoff authorization, attached hereto and made part of this Agreement as Appendix "A". If a conflict exists between the checkoff form and this Article, the terms of this Article and Agreement control. Dues shall be remitted to the Labor Council by the 15th day of the month following deduction. Any Labor Council member desiring to revoke the dues checkoff may do so by written notice to the Employer at any time during the thirty (30) day period prior to the annual anniversary date of the contract, in each year during the life of the contract. The Labor Council may change the fixed dollar amount which will

be considered the regular monthly fees once each year during the life of this Agreement. The Labor Council will give the Village thirty (30) days' notice of any change in the amount of dues to be deducted.

Section 3.4 Council Indemnification

The Council shall indemnify, defend and save the Village harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article. If an improper deduction is made, the Council shall refund directly to the employee any such amount.

Section 3.5 Council Use Of Bulletin Board

The Village will make available space on a bulletin board for the posting of official lodge notices of a non-political, non-inflammatory nature. The Council will limit the posting of Council notices to such bulletin board.

Section 3.6 Activity During Working Hours

Employees shall, after giving appropriate notice to the Village, be allowed reasonable time off, with pay, during working hours, to attend grievance hearings or grievance meetings, labor-management meetings, or other meetings with the Employer or by, virtue of their position with the Council, their attendance is necessary.

Section 3.7 Access To Worksites By Council Representatives

The Village agrees that a representative from the local Council shall have reasonable access to the premises of the Village upon appropriate notice to the Village.

Section 3.8 Delegates

Any Employee(s) chosen as delegates to attend a Fraternal Order of Police or Illinois Fraternal order of Police Labor Council seminar or meeting shall be allowed use of available time off options to attend any such meetings or seminars.

ARTICLE IV

LABOR-MANAGEMENT CONFERENCES

Section 4.1 Meeting Request

The Council and the Employer agree that in the interest of efficient management and harmonious employee relations, quarterly meetings shall be held, if requested by either party to this Agreement, and more frequently if mutually agreed upon by the parties hereto. Such quarterly meetings may be requested by either party at least seven (7) days in advance by placing in writing, a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings and locations, if mutually agreed upon, shall be limited to

- A. Discussion on the implementation and general administration of this Agreement;
 - B. A sharing of general information of interest to the parties; and
 - C. Notifying the Council of changes in conditions of employment contemplated by the Employer which may affect employees. Requests for labor-management meetings will not be unreasonably denied by either party.

Section 4.2 Content

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor management conferences" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 4.3 Attendance

Attendance at labor-management meetings shall be voluntary on the employee's part, and attendance during such meetings shall not be considered time worked for compensation purposes, except that if the parties agree to schedule a meeting during an employee's regular straight-time shift, the employee shall be compensated for time lost from the normal straight-time work day.

ARTICLE V

MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign

overtime; to determine the methods, means, organization and number of personnel in the Department; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees, to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; to establish, implement and maintain an effective internal control program; to determine the overall budget; and to carry out the mission of the Village provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 6.1 Definition

A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Council against the Village involving an alleged violation of an express provision of this Agreement.

The Chief shall have the sole authority to discipline.

Section 6.2 Grievance Procedure

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within ten (10) calendar days of the occurrence of the event giving rise to the grievance. A grievance shall be processed as follows:

STEP 1: Grievance Hearing

A written grievance shall be submitted to the employee's immediate supervisor. The immediate supervisor shall meet with and hold a discussion between the employee, accompanied by one (1) Council representative if the employee so desires, and the immediate supervisor who is not a member of the bargaining unit within ten (10) calendar days of receiving the grievance. The supervisor shall answer in writing within ten (10) calendar days of this discussion. Council grievances shall commence at Step 2.

STEP 2: Appeal to Chief

If the grievance is not settled in Step 1, the Council may, within ten (10) calendar days following receipt of the immediate supervisor's answer, file a written grievance with the Chief of Police signed by the employee and one (1) Council representative on the form attached hereto and made part hereof as Appendix "B", setting forth the nature of the grievance and the contract provision(s) involved. The Council Officers (or a majority thereof), an outside representative of the Council, if the Council deems appropriate, and the Chief will discuss the grievance at a mutually agreeable time. The Chief may have present other persons whom the Chief determines appropriate. If no agreement is reached in such discussion, the Chief will give his answer in writing within ten (10) calendar days of the discussion.

STEP 3: Request For Review By Trustee Of Police

If the answer of the Chief is not acceptable, the grievant or Council may, within fourteen (14) calendar days, submit a written explanation of its position to the Village Trustee who is designated by the Village to be the elected official responsible for police matters. If the Trustee declines to review the grievance (e.g., because he does not choose to become involved in a department matter), the Trustee shall not answer and the Council may appeal to arbitration. If the Trustee elects to become involved, the Trustee shall submit a written answer within fourteen (14) calendar days. If the Trustee so elects, he and/or his designee(s) may meet with the Council representatives (or a majority thereof) accompanied by an outside Council representative, if appropriate, prior to submitting an answer.

Section 6.3 Arbitration

If the grievance is not settled in Step 3 and the Council wishes to appeal the grievance, the Council may refer the grievance to arbitration within thirty (30) calendar days of receipt of the Trustee's written answer or if the Trustee elects not to answer within thirty (30) days after the fourteen (14) day period for the Trustee to consider submitting an answer.

- A. The parties shall attempt to agree upon an arbitrator after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Each party retains the right to reject one (1) panel in its

entirety and request that a new panel be submitted. The Village and the Council shall alternately strike names from the panel and the person remaining shall be the arbitrator. The parties shall toss a coin to determine which party strikes the first name.

- B. The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Council and Village representatives.
- C. The Village and the Council shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Council retain the right to employ legal counsel.
- D. The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- E. More than one (1) grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- F. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and

the Council; provided however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 6.4 Limitations On Authority Of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 6.4 shall be final and binding upon the Village, the Council and the employees covered by this Agreement.

Section 6.5 Time Limit For Filing

If a grievance is not presented by the employee or the Council within the time limits set forth above, it shall be considered waived and may not be further pursued by the employee or the Council. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Council may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

ARTICLE VII

NO STRIKE-NO LOCKOUT

Section 7.1 No Strike

Neither the Council nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and un-approved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. Each employee who hold the position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Council agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 7.2 No Lockout

The Village will not lock out any employee during the term of this Agreement as a result of a labor dispute with the Lodge.

Section 7.3 Penalty

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 7.1 is whether or not the

employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 7.4 Judicial Restraint

Nothing contained herein shall preclude the Village or the Council from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

Section 8.1 Application Of Article

This Article is intended only as a basis for calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

Section 8.2 Normal Workweek And Workday

The normal workweek shall average forty (40) hours per week, but in some weeks, employees shall work more than forty (40) hours and some weeks less than forty (40) hours.

The normal workday for payroll and overtime pay computation purposes shall be eight (8) hours, which shall include a 15-minute roll call prior to the shift and the rest and lunch periods set forth in Section 13.5 (e.g., 6:45 a.m. - 3:00 p.m.). The shifts, workdays and hours to which employees are assigned shall be stated on a departmental work schedule. Should it be necessary, in the interest of efficient operations, to establish different shift starting or ending times or schedules, the Village

will give notice of such change to the individuals affected, however, such changes shall not be implemented arbitrarily or capriciously and not solely for the purpose of avoiding overtime.

The Village and the Council agree that, by mutual consent, alternate scheduling plans may be considered and implemented.

The parties agree to continue to bargain over the subject of shift bidding by seniority. In the event an agreement is reached, it shall be incorporated into the terms of this written agreement. If no agreement is reached by October 31, 2001, the parties agree to refer their impasse to interest arbitration for resolution.

Section 8.3 Overtime Pay

Employees shall be paid one and one-half (1-1/2) times their regular rate of pay for all hours worked in excess of eight (8) consecutive hours in a scheduled day, provided the employee works eighty (80) hours in a bi-weekly payroll period.

Vacation time, holidays, sick time, personal days, paid time due, training days paid or scheduled as a day off in lieu of, shall be considered as hours worked for the purpose of calculating overtime.

Section 8.4 Town Officials Protective Detail

The Police Department shall post the Town Officials Protective Detail as a special detail at straight time pay only. The length of said shift shall be determined by the Chief of Police. Assignment to the Protective Detail for a Town Official shall be scheduled on a voluntary basis, except in emergency situations or where qualified volunteers are not readily available. An employee volunteering for Protective Detail

shall be compensated at straight time and such time on the Protective Detail shall not be counted toward calculation of overtime. Employees assigned to the Protective Detail due to an emergency or the lack of qualified volunteers shall be compensated at straight time unless the employee qualifies for overtime under the Collective Bargaining Agreement.

Officers who are called off the special detail for a period of one-half hour or longer shall, if otherwise entitled, receive one hour overtime pay or the actual time spent off the special detail, whichever is greater.

8.5 Village Hall Protective Detail

The Village shall have the option of assigning at any time one police officer to serve on a protective detail at the Village Hall. At the Village's discretion such assignment may be made to a part time officer before the work is given to a member of the bargaining unit. If a bargaining unit member is assigned to the detail, the assignment shall constitute his regularly scheduled shift.

For the duration of this Agreement, the Village, at its discretion, shall have the ability to employ a private security firm for this detail. Following the expiration date of this Agreement, the terms of this paragraph shall expire, the status quo ante shall be restored, and this section shall contain only its first paragraph.

Section 8.5 Special Events

As an exception to Section 8.2 and Section 8.3, employees who volunteer to work time which the Village designates as Special Events shall receive straight time pay for said Special Events.

Section 8.6 Paid Time Due

The maximum time due which an employee may accrue shall be unlimited and employees shall have unlimited use of time due, provided, an employee's request to schedule time due off shall be granted, so long as the Department can satisfy its required manning without creating overtime. The maximum carry over of time due from year to year shall be 32 hours plus any hours prohibited use by the Employer. Employees shall be allowed to "cash out" any accrued time due at any time.

Section 8.7 Off - Duty Court Time

When an employee is required to spend off-duty time in court on behalf of the Village, the employee will receive straight-time or overtime pay under Section 8.3, or overtime pay under Section 8.4, whichever the case may be, with a minimum pay guarantee of four (4) hours' pay at time and one-half for regular scheduled court dates and three (3) hours for all other court appearances..

Section 8.8 Overtime Work

All overtime employment opportunities shall first be offered to bargaining unit members. The Chief of Police or his designees shall have the right to require overtime and officers may not refuse overtime assignments. Whenever practicable, overtime will be scheduled on a voluntary basis, except for emergency situations, or except where

qualified volunteers are not readily available. It is the objective of the Village to keep mandatory overtime scheduling at a minimum consistent with the need of the village to provide proper police protection. The current departmental policy outlining procedures for the distribution of overtime shall continue in effect, unless amended by mutual agreement.

Section 8.9 Call Back

An employee covered by this Agreement who is called back to work after having left work, shall receive a minimum of two (2) hours' work at time and one-half rates. Call back pay shall not be paid if the employee is called to work immediately before or after the regular shift.

Section 8.10 No Pyramiding

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 8.11 Staffing Levels

The minimum staffing levels for patrol duty, including patrol officers and/or supervisors, shall be in accordance with the following schedule:

SHIFT	MINIMUM
A	4
B	4
C	4

Section 8.12 Non-Bargaining Unit Employees

Part-time, Auxiliary, Marshals, volunteer or any other person who is not a member of this bargaining unit shall not be utilized diminish the minimum staffing requirements as provided in Section 8.11, above.

ARTICLE IX

HOLIDAYS

In lieu of paid holidays, employees who have completed one (1) year of service shall, upon ratification of this Agreement, receive) twelve (12) paid holidays annually, to be scheduled as additional vacation time off, subject to approval of the Chief of Police. Officers who provide 11 days advance notice may take up to two (2) of their paid holidays at any one time (to be used as vacation leave under Section 9.1), and the same will not be canceled by the Employer (i.e. will be treated in the same manner as personal leave).

ARTICLE X

VACATIONS

Section 10.1 Paid Vacations

Employees who, as of their anniversary date each year, attain the years of continuous service with the Police Department as indicated in the following table, shall receive vacation with pay as follows:

CONTINUOUS SERVICE	VACATION
--------------------	----------

1 Year	2 Weeks
6 Years	3 Weeks
15 Years	4 Weeks
21 Years	5 weeks

Section 10.2 Vacation Pay

A week's vacation pay shall be calculated on the basis of forty (40) hours at the employee's regular straight-time rate at the time the vacation is taken.

Section 10.3 Vacation Scheduling

Vacations shall be scheduled on a year round basis and there shall be no accumulation of vacation time from year to year, unless the employee is prevented from using vacation time at the request of the Police Department, in which event, vacation must be used within six (6) months of the anniversary date. The Police Chief shall schedule vacations and determine the maximum number of employees who may be on vacation at any one time, taking into account the needs of the Police Department, employee advance requests, and employee seniority. Vacation may not be taken in increments of less than one (1) day. The parties agree that negotiations over the issue of vacation scheduling were not resolved and negotiations shall continue into bargaining for a successor collective bargaining agreement.

ARTICLE XI

SICK LEAVE

Section 11.1 Basic Sick leave Program

All bargaining unit members shall accrue one (1) sick leave day per month with a maximum accumulation of one hundred twenty (120) days. Sick leave may be taken in a minimum of one-half (1/2) day increments only. A doctor's statement may be required for absences of three (3) consecutive works days or more and upon the sixth (6th) and subsequent instance of un-excused sick usage. A doctor's statement may be required more frequently as directed by the Chief of Police based upon his determination. An employee must be on the active payroll (i.e., actually work, be paid as if worked or be receiving workers' compensation benefits as the result of a duty-related injury) each month to accrue the maximum of twelve (12) days per year. Any month in which the employee is not on the active payroll, the employee accrues one (1) less sick leave day for that year. When an employee retires he or she shall be paid for 50% of his or her accrued sick leave by remaining on the payroll until 50% of accumulated sick leave has been paid in full to the employee.

Section 11.2 Doctors' Statements

The doctors' statements referred to above will be submitted upon return to work and may be submitted using any form or other format that the employee's personal physician deems appropriate provided that the it bears official letterhead which clearly indicates its origin. Furthermore such medical documentation will provide the Village

with sufficient information to establish the legitimacy of the sick absence. At a minimum the Village will be provided with information that clearly indicates the first day the employee was off work, the date the employee is to return to work, and whether the employee is fit to assume regular duties or needs light duty.

When submitting medical documentation directly to the Police Department, the employee may redact the diagnosis. Such redaction shall be permitted only for medical documentation submitted to the Police Department and shall not be permitted for medical documentation which the employee is required to submit to the Village's Human Relations Department.

Section 11.3 Discretionary Sick Leave

After an employee has exhausted the basic sick leave program referred to in A and B above, the employee may apply to the Chief of Police for discretionary sick leave. In reaching this decision to grant or deny the request, the Chief of Police will evaluate the officer's length of service and attendance record. If discretionary sick leave is granted, the Chief of Police shall determine the duration of the discretionary sick leave, including the authority to terminate or cancel sick leave if the Chief of Police determines it appropriate; provided, however, that reasonable requests for discretionary sick leave shall not be unreasonably denied.

ARTICLE XII

LAYOFF AND RECALL

Section 12.1 Layoff

The Village, in its discretion, shall determine whether layoffs are necessary, however, no employee of the bargaining unit shall be laid off until all part-time, temporary and/or auxiliary employees shall be laid off first, prior to any bargaining unit employee, and, furthermore, no person or persons shall perform any of the duties of any bargaining unit employee who is on layoff. Subsequently, the Employer may hire a qualified person or persons provided the total weekly hours do not exceed thirty (30) combined. If it is determined that layoffs are necessary, employees will be laid off in reverse seniority order. Except in an emergency, no layoff will occur without at least thirty (30) calendar days notification to the Council. The village agrees to consult the Council, upon request, and afford the Council an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

Section 12.2 Recall

Employees who are laid off shall be placed on a recall list for a period of three (3) years, at which point seniority and the employment relationship will terminate. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training. Employees who are eligible for recall and notice of recall shall be sent to the employee by certified or registered mail, with a

copy to the Council, provided that the employee must notify the Chief of Police or his designee of his intention to return to work within three (3) days after receiving notice of recall. The village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Chief of Police or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

ARTICLE XIII

WAGES AND OTHER BENEFITS

Section 13.1 **Wage Rates**

The resulting yearly salary schedule shall be as follows:

	5/1/2013	5/1/2014	5/1/2015	5/1/2016
Patrolman	2.00%	2.00%	2.00%	2.00%
Starting Pay	\$54,777	\$55,873	\$56,990	\$58,130
After 1 Year	\$59,230	\$60,415	\$61,623	\$62,855
After 2 Years	\$61,481	\$62,711	\$63,965	\$65,244
After 3 Years	\$63,817	\$65,094	\$66,395	\$67,723
After 4 Years	\$66,240	\$67,565	\$68,916	\$70,295

Employees shall receive retroactive wages to May 1, 2013.

Section 13.2 Personal Leave Days

Employees shall be eligible for four (4) personal leave days annually. Employees hired during any calendar year shall be eligible for one (1) personal day for each full three (3) months of employment. Leave days must be taken in full day increments and will be scheduled based on employee's request as approved by the Chief of Police or his designee, whose decision is final. Personal leave days do not accumulate and cannot be carried over from year to year provided, however, that if an employee cannot utilize their personal leave days due to restrictions on the utilization thereof imposed by the Employer, such unused personal leave days may be utilized within the first sixty (60) days of the next calendar year.

Section 13.3 Pay Day

Employees will be paid every two (2) weeks.

Section 13.4 Rest Periods

Employees will receive two (2) 5 minute rest periods per shift, as scheduled by the Village, unless not allowed because of emergency. Employees must remain at work until the beginning of the rest period and resume work immediately at the end of the rest period. Employees shall receive a thirty (30) minute lunch period.

Section 13.5 Uniform Allowance

Newly hired employees shall be supplied uniforms and equipment which the department determines appropriate. Employees who have completed the probationary period shall receive an annual cash uniform allowance of \$550 payable fifty percent (50%) in June and fifty percent (50%) in November. Employees are required to maintain

their uniforms in a professional fashion at all times. The uniform allowances set forth herein shall be retroactively effective to May 1, 2000.

Section 13.6 Longevity Pay

Employees shall receive longevity pay as follows:

SERVICE	LONGEVITY PAY
Five (5) Years	125.00 per month
Every Five (5) Years Thereafter	125.00 additional per month

These longevity increases shall be effective May 1, 2011.

The parties stipulate and agree that the issue of a one time, ten (10) percent longevity increase after twenty five (25) years of continuous credible service since their last date of hire with the Village of Dolton Police Department has not been resolved and negotiations will continue into bargaining for a successor collective bargaining agreement.

Section 13.7 Safety Incentive

If the Chief of Police determines an employee has no chargeable accident in a calendar year, that employee will receive eight (8) hours of paid time due that calendar year.

Section 13.8 Off-Duty Responsibility

Due to the requirement and responsibility of the employees to perform, and comply with the rules and regulations of police officers while off duty within the Village of Dolton (i.e. Carry weapons, take action, etc.) employees shall receive one thousand three hundred dollars (\$1,300) yearly added to their base salary for such consideration

Section 13.9 Firearms

All employees are required to obtain the minimum qualification for firearms training twice yearly and, therefore, shall receive eight hundred dollars (\$800) yearly, added to the employee's base salary.

ARTICLE XIV

LEAVES OF ABSENCE

Section 14.1 Unpaid Discretionary Leaves

Other than FMLA, the Village may grant an unpaid leave of absence under this Article to any bargaining unit employee where the Village determines there is good and sufficient reason. The Village shall set the terms and conditions of the leave.

Section 14.2 Application For Leave

Any request for a leave of absence shall be submitted in writing by the employee to the Police Chief or his designee as far in advance as practicable and the Chief of Police will submit a copy to the Board of Fire and Police Commissioners. The request shall state the reason for the leave of absence and the approximate length of time off

the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by his immediate supervisor and it shall be in writing.

Section 14.3 Military Leave

Military leave shall be granted in accordance with applicable law.

Section 14.4 Funeral Leave

In the event of death in the immediate family (defined as the employee's legal spouse, children, step-children, adopted children, parents, parents of spouse and step-parents, brother and sister, employee's grandparents, and brother-in-law and sister-in-law), an employee shall be granted three (3) consecutive work days as funeral leave if the employee attends the funeral (one (1) day funeral leave for other relatives pursuant to prior practice). If the funeral occurs on days which are not consecutive work days, no additional work days shall be awarded for funeral leave beyond the term of the entire funeral. An employee, if requested may be required to provide satisfactory evidence of the death of a member of the immediate family

Section 14.5 Family Medical leave Act

Employees shall be covered by the "Family and Medical Leave Act of 1993", as amended, and shall be eligible for twelve (12) weeks of leave, paid or unpaid, combined, per calendar year in the event of a birth, adoption or foster care of a child, or a serious health condition of an employee or an employee's immediate family or a health condition rendering the employee unable to perform the duties required,

Employee must provide the Employer thirty (30) days notice, if possible, before taking such leave, or notify the Employer as soon as practical. Before going on unpaid

leave status, the employee must use, at the employee's choice, any and all time off options, including sick time (for employee only), however, the employee shall have the option, after thirty (30) days leave, to remain on Family Medical Leave or receive the full benefits granted by the present standard insurance plan. The Employer agrees to provide health care coverage, pursuant to this Agreement, for employees who are on any leave under this Section and employees shall not suffer loss of seniority accrual, however, employees shall pay for any medical insurance premium during unpaid leave.

Section 14.6 Non-Employment Elsewhere

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment, unless otherwise accepts employment with the Labor Council. Employees who do engage in employment elsewhere during such leave may be subject to discipline up to and including termination.

ARTICLE XV

INSURANCE

Section 15.1 Hospital-Medical and Dental Insurance

The Village shall continue to make available to employees covered by this Agreement and their dependents substantially similar group hospital and medical insurance (including major medical insurance) and group dental plan as existed prior to the signing of this Agreement. The Village retains the right to elect a different insurance carrier or self-insure, so long as the benefits provided by such insurance continue substantially unchanged.

During the month of April 2015, the union, at its option, may reopen this Agreement in order to negotiate for a high deductible health insurance plan for employees and dependents combined with a Health Savings Account (HSA). The combined value of the insurance coverage plus the employer's contribution to the HSA will approximately equal the value of the other insurance options available to the employees.

During the term of this agreement, at its option, the employer may reopen this Agreement for the purpose of proposing an opt-out provision for hospital-medical and dental insurance

Section 15.2 Cost

The Village will pay the entire cost of employee coverage for the insurance plans, except that each employee shall contribute 15% of the cost of individual and dependent health insurance and dental premiums through payroll deduction. The Village shall pay the remaining 85% of these premiums. Employees shall be required to pay their portion of these premiums retroactively if they were on the payroll during the relevant time periods.

Beginning 5/1/16, each employee shall contribute twenty percent (20%) of the cost of the individual or dependent insurance premiums.

Section 15.3 Group Life Insurance

Employees (not dependents) shall be provided with \$25,000 group term life insurance and AD&D insurance paid for by the Village.

Section 15.4 Cost Containment

The Village reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, mandatory outpatient elective surgery for certain designated surgical procedures and pre-hospital review programs.

Section 15.5 Insurance Committee

An Insurance Committee shall be formed consisting of eight (8) members. Four (4) members shall be appointed by the Village Board, one of whom shall be designated as Chairperson. The other four members shall be appointed by bargaining units representing employees of the Village including one by the Police Sergeants and Lieutenants bargaining unit.

The Insurance Committee shall meet at least monthly, during the first week of the month, unless it is mutually agreed by both sides to cancel the monthly meeting. The Insurance committee shall investigate, explore and discuss alternative arrangements for hospital, medical and dental health insurance. The Employer shall make all relevant information available and this Committee will be empowered to research available insurance plans, comparing their costs and benefits, and invite representatives of insurance plans to Committee meetings for the purpose of providing information, presenting new plans and options and answering questions. Recommendations shall be made to the Village Board and to the principal officer of

each Union who has representation on the Committee. If the recommendations are not accepted by the parties, any unresolved issues shall be subject to the impasse procedures provided for pursuant to Section 14 of the Illinois Labor Relations Act.

In the event that the parties reach an agreement as to insurance changes and such changes are implemented, either party may reopen Section 15.2 of this Agreement to modify the percent of the premium cost of applicable coverage to become effective May 1, 2016. Such a reopening of Section 15.2 shall also constitute a reopening of Section 13.1 concerning wages effective May 1, 2016, notwithstanding any language in Section 13.1 to the contrary. If no agreement is reached by May 1, 2016 on these issues and unless the time period is extended by mutual agreement of the parties, the parties shall proceed with the impasse resolution provisions of the Illinois Public Employee Labor Relations Act, which provisions include mediation and interest arbitration.

Changes to insurance coverage and costs made pursuant to this section shall be in addition to any changes made pursuant to Section 15.1 above.

ARTICLE XVI

GENERAL

Section 16.1 **Health and Safety**

The Village will make reasonable provisions for the safety and health of employees during their hours of employment. The employees will abide by the health and safety rules of the Village. The Council shall designate a Council representative to serve on the Village Safety Committee. The Village Safety Committee shall meet

monthly, as needed, as to assist management in maintaining a safe and healthy work place and ensure employee cooperation with safety rules.

Section 16.2 Board of Fire and Police Commissioners

The parties recognize that the Board of Fire and Police Commissioners has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter and enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Police and Fire Commission, except that, at the employee's option, appeals of discipline shall be allowed through the grievance/arbitration provisions of this Agreement except as otherwise provided for herein. Filing of a grievance on discipline shall constitute a waiver of all rights of appeal of the discipline to the Police and Fire Commission.

Section 16.3 Bill of Rights

Nothing in this Agreement is intended to abridge the rights of an employee under the Uniform Peace Officer Disciplinary Act. In the event a claimed violation of an employee's rights under this statute, the matter may be raised in the grievance and arbitration procedure of this Agreement. Employees shall also have their rights to representation under the Illinois Public Labor Relations Act.

Section 16.4 Posting Leave Accruals and Seniority Roster

The Employer will post a notice of accumulated vacation, compensatory time, sick leave and all other forms of leave time by employee. The notice shall be posted monthly no later than the 15th of the month, and shall be conspicuously posted in a

place and manner accessible for 24 hour viewing. Employees shall have seven 7 days from the date of posting or when they knew of the posting to provide written notice to the Employer of any errors or the list will stand as posted. The Employer shall also provide the Union with a current copy of the seniority roster and keep it updated by notifying the Union of any changes.

ARTICLE XVII

SUBSTANCE TESTING

Section 17.1 Substance Abuse/Testing

The Village and the Council recognize and agree that the abuse of alcohol or controlled substances in the form of illegal drugs represents a true and clear danger to the community and the Department if not addressed by the provisions of this Collective Bargaining Agreement. As a consequence of this mutually recognized societal problem, the parties have agreed to the following provisions concerning such potential abuse.

Section 17.2 Prohibitions

Employees are prohibited from consuming alcohol or consuming, ingesting, injecting, possessing, selling, purchasing or delivering illegal drugs at any time during the work day or anywhere on the Village premises, except in accordance with duty requirements, or failing to report to their supervisor any known side effects of medication or prescription drugs which they are taking.

Section 17.3 Type Of Testing

Where the Village has reasonable suspicion that an employee is then under the influence of alcohol or illegal drugs during the course of the work day, the Village shall have the right to require the employee to submit to alcohol or drug testing. The Village shall also have the right to require an employee to submit to alcohol and/or drug testing when that employee has been off work for thirty (30) days or more for whatever reason. There shall be no random or unit-wide testing of employees, except random testing of an individual employee as authorized in Section 17.9, below.

Section 17.4 Post-Accident Testing

As soon as practicable following an accident involving a motor vehicle operated by the Employer, the Employer shall have the option of testing each employee involved in the operation of said motor vehicle or vehicles for alcohol and/or controlled substances:

- (1) If the accident involved the loss of human life; or
- (2) If the accident involved bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
- (3) If the accident involved one or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit the employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care, or to otherwise attend to his duties.

Nothing in this section shall serve to diminish the right of the employer to conduct reasonable suspicion testing pursuant to Section 17.3.

Section 17.5 Order To Take Test

The Village shall provide the employee with a written notice of the order at the time the employee is ordered to submit to testing, setting forth the facts in inferences upon which the Village bases its conclusion of reasonable suspicions. The employee shall have the right to consult with a union representative and/or counsel prior to any questioning. Refusal to comply with the order to test may subject the employee to discipline, but the taking of a test shall not operate to waive any objection or rights the employee may have.

Section 17.6 Tests To Be Conducted

The Village shall use only a clinical laboratory or hospital facility that is licensed per the Illinois Clinical Laboratory Act, which laboratory shall comply with all NIDA standards. The Village shall establish a chain of custody procedure to insure the integrity of samples and test results, and shall not permit the employee or any other bargaining unit member to be a part of such chain. Sufficient samples shall be collected so as to permit an initial, a confirmatory test, and a subsequent test to be arranged at a facility of the employee's choosing. Confirmatory testing shall be by gas chromatography, plus mass spectrometry (GCMS) or an equivalent scientifically accurate test.

Section 17.7 Notification

As to drug testing, the Village shall only be notified in the event that a sample has tested positive for a particular drug on both the initial and confirmatory test, and any information otherwise coming into the possession or knowledge of the Employer (e.g. insurance billings) shall not be used in any manner or forum adverse to the employee's interests.

As to alcohol testing, test results showing an alcohol concentration of .10 or more (based on grams of alcohol per 100 milliliters of blood) shall be considered positive; the Village shall bear the burden of proof of establishing that concentrations less than .10 indicate the employee is under the influence, in violation of this Article. The employee shall receive a copy of all test results, information, documents and other reports received by the employer.

Section 17.8 Right To Contest

The Council and/or the employee shall have the right to contest and/or grieve any aspect of any testing under this Agreement, including the right to test, the order, the administration of the test, the significance or accuracy of the test, or the consequences of the test results. Nothing herein shall waive or limit any rights employees may have concerning such tests that may arise outside this Agreement, which the employee may pursue with or without the Council.

Section 17.8 Voluntary Requests For Assistance

No adverse employment action shall be taken in any manner or forum against any employee who voluntarily seeks assistance for alcohol or drug related problems, other than the Village may temporarily reassign an employee if the employee is then unfit for duty in the employee's current assignment. All such requests shall be held strictly confidential and not released or used in any manner or forum contrary to the employee's interests.

Section 17.10 Discipline

In the first instance an employee tests positive as defined above, on a drug or alcohol test, the employee shall not be disciplined, provided the employee participates in an appropriate treatment program determined by the employee's physician, discontinues illegal use of drugs or abuse of alcohol, and submits to random testing as directed by the employee's counselors in an appropriate after care program.

Employees who do not comply with the conditions of this section, or who test positive for the second time, shall be subject to discipline. Employees who are unfit to perform reasonable duties to which they may be assigned during the period of their treatment and after care, shall be permitted to take accumulated time off and shall be afforded a leave of absence upon request for the period of counseling and after care, at the option of the employee.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

Section 18.1 Indemnification

The Village shall be responsible for, hold officers harmless from and otherwise pay for damages or monies which may be adjudged, assessed or otherwise levied against any officer covered by this Agreement in accordance with Illinois Revised Statutes, Chapter 24, Section 1-4-6.

Section 18.2 Inspection Of Personnel Files

The Village agrees to comply with the Access to Personnel Records Act, Illinois Revised Statutes, Chapter 48, Section 2001 et. seq.

Section 18.3 Personal Assets

No employee shall be required or requested to disclose any item of their property, income, assets, source of income or assets, debts or personal or domestic expenditures (including those of any member of his family or household) unless such information is necessary in an internal investigation with regards to the employee's assets.

Nothing provided herein shall be construed to exclude any employee from the requirements of the Illinois Governmental Ethics Act and the financial disclosure provisions contained therein or any other state or federal law requiring financial disclosure.

Section 18.4 Release Of Information

No photograph or personal information will be disclosed by the Village to the media at any time during the term of this contract, unless the employee approves of such disclosure in advance of its' release. Such disclosures will also include an Employee's home address and home telephone number.

Section 18.5 Testimony

The Village shall not compel an Employee under investigation to speak to, testify before, or be questioned by any civilian review board

EXCLUDING: The Dolton Board of Fire and Police Commissioners.

Section 18.6 Maintenance Of Standards

All economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect for the term of this Agreement.

Section 18.7 Impasse Resolution

The resolution of any bargaining impasse shall be in accordance with the *Illinois Public Labor Relations Act*, as may be amended from time to time), or as may otherwise be mutually agreed.

Section 18.8 Residency Requirements

All members of the bargaining unit shall be permitted and authorized to reside not more than twenty-two (22) miles from the nearest corporate limit of the municipality as though the said mileage limitation was in effect upon the date of hire of each such

current bargaining unit member. The Village agrees that it shall enact no ordinance, rule or regulation which would diminish the twenty-two (22) mile limit.

All employees shall either reside within this limit or must establish their residence within the limit within one (1) year from their date of hire. Failure to establish such residence shall result in the termination of said employee.

Any alleged violation of this provision and limitation shall be subject to the provisions of Article VI of this Agreement and, as to future bargaining, subject to the provisions of impasse and interest arbitration pursuant to the provisions of the IPLRA, as amended.

ARTICLE XIX

SECONDARY EMPLOYMENT

Section 19.1 Purpose

The purpose of this policy is to have notice of regular off-duty employment, and to regulate, fairly assign and set forth guidelines to govern extra duty employment, of those jobs offered to police employees due to their vested police powers granted by the Village.

Section 19.2 Definitions

- A. **REGULAR OFF DUTY EMPLOYMENT:** Any employment that does not require the actual or implied use of law enforcement powers by the employee, or security services in accordance with Section 19.3

D, 1 through 10 thereof, wherein law enforcement powers are required..

B. **EXTRA DUTY EMPLOYMENT:** Any employment performed in the Village of Dolton that is conditioned on the actual or implied use of law enforcement powers by the employee.

Section 19.3 Regular Off Duty Employment

Members of the bargaining unit may engage in regular off duty employment that meets the following criteria:

A. Employment is non-police in nature and police powers are not a condition of employment. Employment is not performed during assigned hours of duty with the Dolton Police Department.

B. Employment that does not constitute a threat to the status or dignity of the police department or that presents no potential conflict of interest between the employee's position on the police department and their duties for the off duty employer. Such employment shall not be investigatory in nature and shall not involve the use of the uniforms, equipment or resources of the Police Department of the Village of Dolton.

C. Employment is performed at businesses and establishments approved by the Board of Trustees of the Village of Dolton, as amended, from time to time, upon the request of the Council.

D. The list provided for in paragraph C above shall include the following:

1. Sports Facilities
2. Exposition Centers and Facilities
3. Financial Institutions
4. Theatrical and Entertainment Facilities
5. Malls of all Descriptions
6. Recreational Facilities
7. Local, State and Federal Governmental Facilities
8. Hotels and Residential Complexes
9. Hospitals Clinics and similar facilities
10. Security Companies furnishing services for 1 through 6 above
11. Facilities for the Sale of Merchandise, Food or Services
12. Construction, Rehabilitation, Renovation, Trades Work

Examples of employment which constitute a threat to the status or dignity of the police department are:

- A. Establishments which primarily sell pornographic magazines, pornographic video tapes or pornographic sexual devices, or that provide entertainment or services of a sexual nature.
- B. Employment in a business that primarily sells or dispenses alcoholic beverages.
- C. Employment that is illegal under the laws of the United States or the State of Illinois.

Bargaining unit members shall be eligible for off-duty employment provided that they have completed their probationary status with the police department and are not on a medical leave of absence due to an on duty injury.

Section 19.4 Extra Duty Employment

Members of the bargaining unit may engage in extra duty employment that meets the following criteria:

- A. The extra duty employment is performed within the corporate limits of the Village of Dolton.

B. Where any person or concern employs police officers in uniform or plainclothes whose employment is conditioned on the use or implied use of their police powers.

C. Type of extra duty employment are:

1. Traffic and pedestrian control or safety.
2. Crowd control.
3. Security and protection of life and property, which shall not include bodyguard or escort services.
4. Work of the sort described in 1-3 above which is paid for by outside organizations through the Village of Dolton. Such work will pay to the employee what the outside organization contracts to pay minus a reasonable administrative cost charged by the Village.

Opportunities to work extra duty employment will first be offered to members of the bargaining unit before they are offered to other employees of the Village.

Section 19.5 Notice And Acknowledgment

For regular off duty employment, the employee is required to give notice of such employment within ten (10) days of their hire date or ten (10) days within their separation date, to the Village and the Village will acknowledge receipt of said notice.

Section 19.6 Insurance Coverage Notice

The Village shall provide certification to the police department that the bargaining unit member is protected by Workers Compensation Insurance while employed in their extra duty capacity.

Section 19.7 Indemnification

Employers of police department members who are working extra duty employment shall indemnify and defend the Village of Dolton and the police department for all liability associated with claims resulting from such extra duty assignment by the employee.

Section 19.8 Extra Duty Requests

Requests for bargaining unit members to work extra duty employment shall be directed, whenever possible, in writing, to the Chief of Police for his approval and assigned to his designee for purposes of scheduling employees and supervising their performances. Such approval for extra duty assignments shall not be unreasonably denied or withheld by the Chief.

Whenever a bargaining unit member is denied approval under the provisions of this Section, such employee may appeal such denial to the Trustee assigned to police department matters. The decision of said Trustee shall be final.

Section 19.9 Assignments

Extra duty employment assignments and opportunities shall be offered to bargaining unit members on a seniority basis beginning with the most senior and

descending to the least senior bargaining unit member. Thereafter, such assignments and opportunities shall be offered to reserve officers to complete the assignments required.

Thereafter, if an insufficient number of bargaining unit members and reserve officers have accepted assignment for such extra duty employment, the Village shall have the right to require extra duty employment participation from bargaining unit members on a seniority basis, beginning with the least senior member and ending with the most senior member of the bargaining unit. All applicable wage and employment laws shall be adhered to in this process.

Section 19.10 Review Of Records

The President of the Council or his designee shall have the right to review all records pertaining to extra duty scheduling, assignments and approvals.

ARTICLE XX

TERM OF AGREEMENT AND LEGALITY CLAUSES

Section 20.1 Complete Agreement

This Agreement supersedes and cancels all prior practices, policies and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term. If a past practice is not addressed in the agreement, it may be changed by the Village as provided in the Management Rights clause.

Section 20.2 Savings Clause

In the event any Article, section or portion of this agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof specifically specified in the board, agency or court decision; and upon issuance of such a decision, the Village and the Council agree to immediately begin negotiations on a substitute for the invalidated Article, section or portion thereof. During the course of such negotiations, Article VII, No Strike-No Lockout, shall remain in full force and effect.

Section 20.3 Term Of Agreement

This Agreement shall be effective on May 1, 2013 and shall remain in full force and effect until 11:59 p.m. April 30, 2016. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement.

Section 20.4 Negotiations

In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date. If notice is given, this Agreement shall continue in effect after its termination date until a new Agreement is reached.

Section 20.5 Continuing Effect

Notwithstanding any provisions in this Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are ongoing for a new agreement or any part thereof between the parties.

Section 20.6 Termination

In the event that either party desires to terminate this agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in Section 20.4 above.

Executed this the _____ day of _____, 2014, by the undersigned, all having been duly authorized by their respective parties and intending to be legally bound hereby:

FOR THE VILLAGE OF DOLTON:

Mayor of the Village of Dolton

Chief of Police

Attorney for the Village of Dolton

Village Representative

FOR THE LABOR COUNCIL:

Sandra Bankhead

Charles Hampton

John Frasure

Richard Stomper 12/1/14
Richard Stomper, IFOF Labor Council
Field Representative

APPENDIX A

ILLINOIS FOP LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704

I, (Name) _____, hereby authorize my employer, _____, to deduct from my wages the amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct.

Signed:

Date:

Address:

City:

State: Zip:

Telephone: ()

Please remit all dues deductions to:

ILLINOIS FOP LABOR COUNCIL
974 Clock Tower Drive
Springfield, IL 6270
(217) 698-9433

**APPENDIX B****GRIEVANCE**

(use additional sheets where necessary)

Date Filed: _____
Department: _____
Grievant's Name: _____
Last _____ First _____ M.I. _____

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____
Article(s) Contract violated: _____, and all applicable Articles

Briefly state the facts: _____

Remedy Sought: _____, in part and in whole, make grievant whole

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given _____ Date _____

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given _____ Date _____

Lodge No. / Year / Grievance No.

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION BY ILLINOIS FOP LABOR COUNCIL

Person to Whom Referral Given _____ Date _____

FOP Labor Council Representative _____



Appendix C

Side Letter of Agreement

It is agreed for the purposes of Article 13, Section 13.7 - Longevity Pay, the ten percent (10%) salary increase shall be made available to all bargaining unit personnel who have obtained twenty-five (25) years of credible continuous service since their last date of hire with the Village of Dolton Police Department.

In order to invoke the ten percent (10%) salary increase, the employee must give the Village a thirty (30) day written notice requesting the increase, at which time the Village shall increase the employee's base salary ten percent (10%) for a period of thirty (30) days. The ten percent (10%) salary increase shall be applicable only one (1) time to each bargaining unit employee after completing twenty-five (25) years of service.

This side letter will take effect on May 1, 2016.



Illinois Fraternal Order of Police Labor Council

Date: 12/11/14

Village of Dolton

Date: _____